

**DELIVERY ORDER
REQUEST FOR PROPOSAL (DO RFP)
issued under authority of Multiple Award Construction Contract (MACC)**

DATE ISSUED: 4 September 2003

***Virginia Air National Guard*
Notice of DO RFP**

**Alter Bldg 2855, Temporary AGE Shop, VA AIR GUARD
Sandston, VA**

TO: 8(a) MACC Contractors

FROM: BASE CONTRACTING OFFICE, VIRGINIA AIR NATIONAL GUARD

PROJECT SUMMARY:

Furnish all plant, labor, equipment, materials, tools and other items required to complete this project in accordance with these specifications, project drawings and the terms of the basic contract. This project involves remodeling a 12' x 18' office, a 12' x 24' x 2" tool crib, install a through-the-wall heat pump. Install fiberglass, new walls, suspended ceiling, cove base. For a complete description of the work to be accomplished see the attached Scope of Work.

PROJECT DRAWING (S) ARE ATTACHED AND WILL BE MADE PART OF THE ISSUED DELIVERY ORDER.

SITE VISIT/PRE-PROPOSAL MEETING: Site visit is scheduled for **4 September 2003 at 1:30 PM**. Assembly location will be the Base Contracting Office located in Bldg 3655.

RFIs ALL REQUESTS FOR INFORMATION MUST BE SUBMITTED IN WRITING TO THE CONTRACTING OFFICE AT THE VIRGINIA AIR NATIONAL GUARD. Submit your requests by email to james.cunningham@varich.ang.af.mil It is requested that all RFIs be provided to the Contracting Office no later than **(9 SEP 03)**.

SUBMISSION OF PROPOSALS: Proposals are due to the Contracting Office on **10 September 2003 at 3 PM**. Proposals shall be faxed, hand delivered or emailed in PDF format to 192 MSG MSC, BASE CONTRACTING OFFICE, 61 Falcon Road, Sandston, VA. Proposal shall consist of properly completed page 3 of this DO RFP.

PERFORMANCE PERIOD: Performance period shall be identified in offerors proposal and shall be determined in accordance with the basic contract.

Construction cost range is between: \$25,000 - \$100,000

PROPOSAL ACCEPTANCE PERIOD: 20 calendar days.

BASIS OF AWARD: In accordance with Section H, paragraph 3.2 and 3.3.3 award will be based on low price. This project is for construction - build only. Offerors must submit a price on all line items. The Government may award any or all line items at the time of award.

X **EVALUATION METHOD:** Price

 EVALUATION METHOD: Best Value

Evaluation factors for this award are past performance, quality of requested submittals, performance time, price and betterments. Offers may be accepted as the best value offer without awarding the offered betterments. Offers shall be prepared to present their best value proposal in person no later than 24 hours after time stated for submission of proposals.

FUNDING: Funds are presently available for this proposed delivery order.

PROPOSAL BID SCHEDULE

**ALTER BLDG 2855, TEMPORARY AGE SHOP, VA AIR GUARD
SANDSTON, VA**

**OFFEROR SHALL
COMPLETE THE FOLLOWING:**

COMPANY NAME: _____ **DATE:** _____

OFFEROR'S SIGNATURE: _____

**NAME/TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF
CONTRACTOR**

(Type or Print)

ACKNOWLEDGEMENT OF AMENDMENT (S):

_____ has received and considered the following
Company Name / Offeror Signature
Amendment(s) in the submitted proposal for this project. (MACC contractor authorized
person shall initial each space below corresponding to issued amendments for this project.)

#1 (____) #2 (____) #3 (____) #4(____) #5 (____)

BIDDING SCHEDULE

ALTER BLDG. 2855 FOR TEMPORARY AGE SHOP

| ITEM # | BID ITEM | BID |
|---------------|--|----------------|
| 1 | Alter Bldg. 2855 for Temporary AGE Shop | \$_____ |

PERFORMANCE PERIOD : The contractor offers the following performance period
for completion of the project _____ calendar days after Notice to Proceed.

SPECIFICATIONS and DRAWINGS

ALTER BLDG 2855, TEMPORARY AGE SHOP

Submittal Register and Drawings are provided in electronic format by email and at <http://va.ang.af.mil/solicitations.htm>

Generic DEFAULT Specifications

FOR BID BUILD DELIVERY ORDERS

1. Primary construction default specifications are the **Unified Facilities Guide Specifications** (UFGS), <http://www.ccb.org/ufgs/ufgs.htm>. These specs are the result of a collaborative effort between the Air Force, Army and Navy, and can be accessed and are updated on the web.
2. Secondary specs are the **Virginia Dept. of Transportation Road and Bridge Specifications**, <http://www.virginiadot.org/business/const/spec-default.asp>. The VDOT specs may be used where applicable in lieu of the UFGS.
3. Other requirements include:

Virginia Work Area Protection Manual
Virginia Erosion and Sediment Control Manual
Chesapeake Bay Preservation Act
Virginia Dept. of Environmental Quality compliance
Base Hazardous Materials procedures
Henrico County Building Code (see **Virginia Uniform Statewide Building Code**,
<http://www.co.henrico.va.us/bldg/appcodes.htm>)
Applicable **Federal Aviation Administration Advisory Circulars**

**CLAUSES OR DELIVERY ORDER REQUIREMENTS
SPECIFIC TO
THE VIRGINIA AIR NATIONAL GUARD
ALTER BLDG 2855, TEMPORARY AGE SHOP
DELIVERY ORDER # (to be completed at time of award)**

NOTICE TO PROCEED: Other than submittal of payment or performance bonds, the Contractor shall not proceed with performance of this project until the Contractor receives a separate Notice to Proceed from the Contracting Officer.

PERFORMANCE AND PAYMENT BONDS: In accordance with Contract Clause 52.228-15, Contractors are reminded that any amount awarded over \$25,000 requires submission of a Payment Bond, and a Performance Bond is required for awards in excess of \$100,000. Bonds are due no later than 10 calendar days after award.

PERFORMANCE PERIOD: (to be completed on award) days.

LIQUIDATED DAMAGES: N/A

WAGE RATES – The Davis Bacon wage decision applicable to this procurement is General Decision Number VA030005, modification number 0, dated 06/13/2003.

AFFIRMATIVE ACTION GOALS – In accordance with Contract Clause 52.222-23, the goals for this project will be 2.9% for minority participation in each trade and 6.9% for female participation for each trade.

VIRGINIA STATE TAX: Any and all applicable Virginia State taxes shall be included in the contractor's proposed price. The Contractor/Subcontractor is liable for sales tax on all purchases of material and on all equipment rental costs necessary to perform the contract's requirements. The government will make no equitable adjustments for failure to incorporate tax liabilities into proposal.

GOVERNMENT INSPECTOR: The Contracting Officer's Technical Representative (COTR) for this project will be Mr. Nelson Whitt, 804-236-6442.

INVOICING AND PAYMENT

The Government will make payment upon satisfactory completion of work AND receipt of a proper certification for payment every 28 days, unless the performance period is less than 60 days. Payment may be withheld unless all contractual requirements including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW DAVIS BACON REQUIREMENTS, receipt of properly prepared invoices bearing the contract number and other required items. Invoices shall be submitted in one single original to the

following address:

**Base Contracting Office
MSgt James Cunningham
61 Falcon Road
Sandston, VA 23150-2524**

Payment will be made by **DFAS** in accordance with the Payments under Fixed-Price Construction Contracts, FAR 52.232-5 and Prompt Payment for Construction Contracts, FAR 52.232-27. **All payments shall be made by electronic funds transfer (EFT).**

All requests for payments must include a Subcontractor Payment Register pursuant to FAR 52.232-5 and a contractor's certification that reads as follows:

I hereby certify, to the best of my knowledge and belief that –

- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made for previous payments received under this task order, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and requirements of Chapter 39 of Title 31, United States Code; and
- (3) This request for progress payments does not include any amounts, which the prime contractor intends to withhold or retain from subcontractor or supplier in accordance with the terms and conditions of the subcontract.

A release of claims is required for all final payment requests and shall be submitted by the contractor with their final invoice. Final invoice shall not be submitted until Government acceptance of the completed project has been made in writing. Final invoice shall be submitted along with a Release of Claims.

Content of Invoice. Requests for payment shall consist of (1) The Contractor's invoice showing, in summary form, the basis for arriving at the amount of the invoice; (2) The contract performance statement which shall show, in detail, the estimated cost, percentage of completion, and value of completed performance; and (3) Updated progress and equipment delivery schedules.

Mailing of Invoices. Invoices shall be forwarded to the Contracting Officer in one original. Invoices not completed in accordance with requirements above will be returned to the Contractor for correction of the deficiencies.

Payments to the Contractor. Payments shall be subject to reduction for overpayments or increase for underpayments on preceding payments to the Contractor. Basis for the

Contracting Officer's consideration to allow progress payment for material delivered on the site (but not installed) and for completed preparatory work, as authorized under FAR 52.232-5 shall be (1) major high cost items and (2) long lead special order items. In the request for progress payment, such items shall be specifically identified in the Contractor's estimates of work submitted for the Contracting Officer's approval. At the time of invoicing, the amount billed shall be supported by documents establishing its value. Progress payment for material delivered on site but not installed, and for completed preparatory work as authorized under FAR 52.232-5 shall be specifically identified in the schedule of prices. Only approved items shall be eligible for progress payment.

Obligation of Government Payments. The obligation on the Government to make payments required under the provisions of this order will, at the discretion of the Contracting Officer, be subject to the following: (1) Reasonable deductions due to defects in material or workmanship; (2) Claims which the Government may have against the Contractor under or in connection with the contract; (3) Unless otherwise adjusted, repayment to the Government upon demand for overpayments made to the Contractor; and (4) Receipt of payroll data (to include prime and subcontractors) covering the period of performance of the invoiced amounts.

Unless otherwise authorized by the Contracting Officer, progress payments for Task Orders with a performance period of less than 60 days are not authorized. Payment will be made under the requirements for final payment requests in this section.

SCHEDULING OF PRE-FINAL AND FINAL INSPECTIONS

Notification for Pre-final. The Contractor and the Government will jointly conduct a pre-final inspection prior to any final inspection. By requesting and conducting a pre-final inspection, the contractor certifies that they consider the project to be 100% complete. Only one pre-final inspection will be conducted on each project. Request for the pre-final shall be made in writing to the Contracting Officer at least 5 business days prior to the desired date. The request for the pre-final will be rejected if the government determines progress is less than 95% complete.

Pre-final Inspection. The COR will furnish discrepancies noted, in writing, to the Contracting Officer. The Contracting Officer will furnish the complete punch list, in writing, to the Contractor. Items noted on the punch list will be completed prior to scheduling a final inspection. As-builts, real property data, warranties, manuals, etc., shall be turned-in, unless otherwise noted at time of final inspection.

Notification for Final Inspection. When the Contractor is ready for final inspection, he shall request so in writing to the Contracting Officer or his duly authorized representative at least 2 days prior to the desired date.

Final Inspection. The Contractor shall perform the final inspection with the Contracting Officer Representative (COR), consultant team, and/or representative of the using activity in attendance as determined by the COR. Discrepancies noted will be corrected within the time specified by the Contracting Officer.

Final Inspection shall not constitute acceptance of a project unless so stipulated by issuance of a separate substantial completion certificate.

GOVERNMENT FURNISHED PROPERTY: None